



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AMENDED LICENSE PLAN OF OPERATION

Licensee: Romme Hospitality, LLC
d/b/a: PROGRESSBAR

Premises: 3359 N. Halsted St.
Chicago, IL 60657

License Type: Public Place of Amusement (1050), Tavern (1470)

Account Number: 421604

Site Number: 1

Pursuant to the City of Chicago Municipal Code Section 4-156-311 (d) 3(A) and 4-60-040 (h), the City of Chicago Department of Business Affairs and Consumer Protection/Local Liquor Control Commission ("BACP/LLCC") and the above-named licensee ("Licensee") have agreed to the issuance of a Public Place of Amusement and Tavern license (collectively "Licenses") under the following conditions:

1. **Tavern:** Licensee agrees to operate the Premises as a tavern and nightclub. Licensee has no plan to open a restaurant on the Premises. Licensee agrees that no liquor may be taken by customers off the Premises.
2. **Hours:** Licensee agrees to comply with Municipal Code of Chicago Section 4-60-130, pursuant to which no alcohol may be sold from 2:00am to 7:00a.m. Monday through Saturday and from 3:00am to 10:00am on Sunday.
3. **Late Hour License:** Licensee agrees it will not apply for a Late Hour Liquor License for the Premises.
4. **Maintenance/Cleanliness:** Licensee agrees to maintain the Premises in a clean condition and agrees to clean up the area in front of the Premises and immediately surrounding area within one hour of closing. Licensee will have a designated area for trash disposal in the interior of the Premises and the designed area of the building where the Premises is located. Trash pick-up will be arranged as needed and no trash will be stored in front of the Premises.
5. **Vendor Deliveries:** Licensee agrees to manage all deliveries from vendors including the time of deliveries and the location of the deliveries. Licensee agrees that no vendor deliveries will occur after 9 p.m. or before 7 a.m.



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6. **Compliance:** Licensee agrees to comply with all City of Chicago laws, rules and regulations governing the operation of the Premises including but not limited to occupancy, noise mitigation and smoking regulations. Licensee agrees to enforce all City of Chicago and State of Illinois non-smoking laws as they related to the interior and exterior of the Premises.
7. **Training:** Licensee agrees to BASSETT train all staff that serve alcoholic beverages and will require certification regarding same. Licensee agrees that any future staff will be subject to BASSETT training and certification as a condition of their employment within two weeks (2) of their employment.
8. **Safety/Security:** Licensee agrees to maintain security and safety at the Premises. Licensee shall immediately address any public nuisance issues which adversely impact the health, safety, and welfare of the community. Licensee shall immediately notify, by calling 911, the Police of any illegal activity which it views in and around the premises. Licensee shall maintain a logbook of all illegal activity reported or required to be reported to the Chicago Police Department, as required under Section 4-60-141 of the Chicago Municipal Code.
 - a. **Interior/Exterior Security:** Licensee agrees to maintain sufficient security at the premises. This includes, but it not limited to, security personnel on the exterior of the premises to monitor the line, door, and front of the premises and the side of the premises along Roscoe, as well as security personnel on the interior of the property to monitor all areas of the premises accessible by patrons.
 - b. **Lighting:** Licensee shall install sufficient outdoor lighting at the entrances and exits of the Premises to secure the safety and security of the patrons and neighbors. Licensee shall replace all outdoor lights with a higher wattage bulb within 14 days of signing this Amended Plan of Operation.
 - c. **Cameras:** Security cameras will be installed on the Premises to facilitate security measures. The images recorded by the cameras shall be capable of being viewed through use of compact disc, electronic file transfer and other digital media and shall be capable of being transferred to a variety of portable forms of media including, but not limited to, compact disc and digital video disc. The Licensee shall maintain video recordings for a minimum of 30 days, indexed by date and time. All recordings shall be stored at the licensed premises in a secured manner and shall be made immediately available upon request of any City of Chicago agency. During all hours that the Premises is open to the public, Licensee shall ensure that at least one member of the staff is fully trained in the operation of the camera system and is able to provide CPD immediate access to all camera recordings, upon request.



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9. **Cooperation/Community Interaction:**

- a. **Meeting Attendance:** Licensee agrees to regularly attend CAPS and District 19 business meetings. Licensee agrees to attend meetings with the local alderman, police commander and area residents to address any concerns regarding the operation of the Premises.
- b. **Complaint Cooperation:** Licensee agrees that in the event that the LLCC receives a complaint or other information that the business is being operated in a manner inconsistent with this agreement, Licensee shall fully cooperate with any investigation and submit records requested by the LLCC.
- c. **Expansion:** Licensee agrees to consult with neighbors regarding any proposed expansion of the Premises, including attending neighborhood meetings, if any, and agreed to provide reasonable documentation to support such request.

10. **Exterior Loitering at Front Door/Side:** While there will generally be some customer traffic at the front door, customers and other individuals will not be allowed to loiter in front of or alongside the Premises. Customers will be allowed to enter and exit with appropriate ID in order to smoke cigarettes outside. Smoking will be prohibited at the front of the Premises; instead patrons will be instructed to smoke in a defined area. During this time they must keep their noise level quiet or they will not be permitted to re-enter the Premises. If customers are NOT smoking, then security staff will alert them to either come back into the establishment or not loiter in any area near the establishment. A designated smoking area will be indicated and an ash tray will be provided.

Staff will also walk the front and side of the Premises' exterior at regular intervals depending on the night, generally every hour starting at 10pm through close to confirm that no individuals are loitering near the Premises out of direct sight from the cameras or staff. The security camera system will also be utilized to monitor record and preserve all exterior activity.

11. **Noise level and Community Concerns:** While the Premises are in operation, Licensee shall have an on-site manager who will monitor music noise levels emanating from the Premises and shall take reasonable action to alleviate and abate any excessive noise including music or bass emanating from the Premises. The manager shall timely respond to any complaints received from the community or city agencies. Furthermore, Licensee agrees to keep all windows and door closed anytime there is live music or a DJ. All doors and windows will be closed by 10pm nightly. Licensee shall take reasonable steps to ensure that patrons leaving the premises will be quiet and respectful of the neighborhood. Licensee agrees to provide a phone number that neighbors can use to contact an on duty manager regarding noise or other issues.

The agreed conditions of this Plan of Operation are legally binding and may be enforced by the City of Chicago enforcement authorities. Violation of the above stated agreed conditions may result in the imposition of a fine and/or suspicion or revocation of the License. Violations of the Plan of Operation



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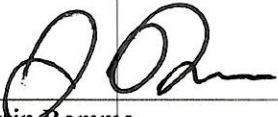
may also result in the issuance of cease and desist orders prohibiting the activity giving rise to the violation.


The agreed conditions of the license plan of operation shall apply to the business address and licensee and to all officers, managers, members, partners and owners of the entity of which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this Plan of Operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this license Plan of Operation next to the business license certificates in a conspicuous place at the business address.

Licensee: Romme Hospitality, LLC
D/b/a: PROGRESSBAR

Business Address: 3359 N. Halsted Street
Chicago, IL 60657


Justin Romme
Managing Member


Shannon K. Trotter
City of Chicago
Local Liquor Control Commissioner

Date 6-4-2019